

or not, perform the same without waiver of any other remedy, and any amount paid or advanced by the holder of the Note in connection therewith, or any other costs, charges or expenses incurred in the protection of said premises and the maintenance of this Trust with interest thereon at the rate set forth in the Note or at the legal rate, whichever is higher, shall be repayable by the Grantor without demand, shall be a charge upon the said premises prior to any right, title to, interest in or claim thereon, attaching or accruing subsequent hereto and shall be secured by this Deed of Trust.

B. That holder of the Note, in making any payment herein and hereby authorized, in the place and stead of Grantor, relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the premises may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or otherwise relating to any other purposes herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, holder of the Note, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expense of which shall be repayable by the Grantor without demand and shall be secured hereby.

C. That upon default by Grantor herein, holder of the Note secured hereby may, without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which holder of the Note secured hereby deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues and profits being hereby assigned to holder of the Note secured hereby as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, but, shall be cumulative to the right and remedy to declare a default and to foreclose as herein provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred hereunder by holder of the Note secured hereby, including reasonable attorneys' fees shall be secured hereby.

D. The Trustees may act hereunder and may sell and convey said land and premises under power granted by this instrument, although the Trustees have been, may now be and may hereafter be, attorneys or agents of the holder of the Note secured hereby in respect to the loan made by the holder of the Note secured hereby evidenced by the Note or this Deed of Trust, or in respect to any matter of business whatsoever. The holder of the Note secured hereby may bid and become the purchaser at any sale under this Deed of Trust.